

Membership Freeze: A membership may be placed on "freeze" for medical reasons for a three (3) month period, provided the membership account is in good standing. A medical excuse form must be provided to avoid paying a "freeze" fee. If you are within the initial term of a membership contract, your membership term will be extended by the duration of the freeze. **All freeze requests must be submitted in writing to the PAC Membership Office at least thirty (30) days in advance of the effective date.**

Non-medical requests for membership freeze must be completed in person in the PAC Membership Services office or a written freeze request can be sent by registered mail to: Pelican Athletic Club, L.L.C., Membership Services, 1170 Meadowbrook Blvd., Mandeville, LA 70471. A freeze fee of ten (\$10) dollars per month will be assessed for non-medical freezes. During the freeze period, membership dues will not be assessed and the member may not use the facility.

Late Fees & Charges: Each billing cycle ends on the 22nd of each month. I agree to pay a finance charge of 1.5% per month (annual percentage rate of 18%) on any account balance thirty (30) days past due. I also agree to pay any fees and/or expenses PAC incurs in collecting any balance past due on my account, including attorney's fees, collection fees, and cost of collection. A twenty-five (\$25) dollar charge will be assessed for returned payments, insufficient funds, or stop payments.

Use of Facilities: In return for my payment of the monthly membership dues, I understand I/we may use the PAC facilities during regular club hours of operation as long as my membership account remains in good standing and as long as I/we follow PAC's regulations and policies.

Liability Waiver: We understand that we risk injury and even death if we participate in aerobic and other exercise programs which involve using the services, equipment, machinery, and/or facilities at PAC if:

1. A medical doctor has not first determined that we are physically fit to participate; and
2. We participate in exercise/fitness activities or use equipment and/or facilities without first being instructed by PAC's staff in the correct way to participate in the activities or use of the equipment and/or facilities.

I realize that I, and not PAC, am responsible for having my minor children and my own health evaluated before we participate in any exercise program, and for receiving instruction from PAC's staff before using any of the services, equipment, or facilities.

Unless I notify PAC in writing to the contrary, I understand and agree that PAC is entitled to assume my physician has approved my children, my spouse, and my own participation in the exercise/fitness activities we participate in, and that we have received instructions from PAC's staff on the correct way to use any service, equipment and/or facility at PAC.

With the full knowledge of the risks involved in participating in aerobic and/or exercise programs and using PAC's services, equipment and/or facilities, and in consideration of our membership at PAC, we release Pelican Athletic Club, L.L.C., its members, employees, and agents from any responsibility for damages, losses or injuries we suffer while participating in any aerobic and/or exercise program, or using any equipment and/or facility at Pelican Athletic Club, L.L.C.

I also agree to defend any claim or lawsuit, pay all attorney's fees and costs, indemnify and hold harmless Pelican Athletic Club, L.L.C., its members, employees, and agents from any and all liabilities, claims, and/or demand for damages, injuries, death, losses, cost or expenses of any kind resulting from or which are claimed to have resulted from my minor children, my spouse, anyone admitted to PAC as my guest or my own participation in any aerobic and/or exercise program or use of any equipment and/or facility of Pelican Athletic Club, L.L.C.

We acknowledge receiving, reading, and do understand the agreements contained herein, including the release of liability and hold harmless obligations.

We authorize PAC to verify the information contained in this membership application and agreement.

CUSTOMER RIGHT TO CANCEL: You may cancel this contract by sending notice of your wish to cancel to PAC before midnight of the third day after you sign this contract. This notice must be hand delivered to PAC or sent registered mail to: 1170 Meadowbrook Blvd., Mandeville, LA 70471. Within fifteen (15) days of receipt of this notice, PAC shall return any payments made and any note executed by the customer in connections with the contract. If you use PAC's facilities or services, PAC may charge you a fee based on days of actual use. The right of cancellation shall affect only the financial obligations under the contract and the customer's right to use PAC's physical fitness service.

NO OTHER AGREEMENTS: This agreement contains the entire membership agreement between Member and PAC. No representations, warranties, understandings, or oral agreements between Member and PAC will be enforceable unless in writing and signed by the Member and PAC.



Signature of Applicant and/or on behalf of Minor Children

Date

Registration Fee: \$ _____
Prorated Dues: \$ _____
Prorated Sales Tax: \$ _____
1st Month's Dues: \$ _____
Applicable Sales Tax: \$ _____
Paid in Full Dues: \$ _____
Total Due: \$ _____

Method of payment at the signing of contract:

Cash Check Credit/Debit Card Gift Certificate

Monthly Dues Method of Payment:

Electronic Funds Transfer (EFT) Checking/Savings Account (Drafted on the 5th of the month)
 Credit/Debit Card (Drafted during the week of the 22nd of the month)

Please complete attached authorization form for the applicable payment method.

AGREED AND ACCEPTED: PELICAN ATHLETIC CLUB, L.L.C.